

Hearing Date and Time: August 17, 2009 at 10:00 a.m.
Objection Deadline: August 6, 2009

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U.S.A., Inc.*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:

DELPHI CORPORATION, INC., et al.,

Debtors.

Chapter 11

Case No. 05-44481 (RDD)

(Jointly Administered)

**LIMITED OBJECTION OF TOYOTA MOTOR ENGINEERING & MANUFACTURING
NORTH AMERICA, INC., TOYOTA MOTOR CORPORATION AND TOYOTA
MOTOR SALES, U.S.A., INC. TO DEBTORS' NOTICE OF ASSUMPTION AND
ASSIGNMENT WITH RESPECT TO CERTAIN EXECUTORY CONTRACTS OR
UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED TO DIP HOLDCO 3, LLC
UNDER MODIFIED PLAN OF REORGANIZATION**

Comes Toyota Motor Engineering & Manufacturing North America, Inc., for itself and its manufacturing subsidiaries and affiliates ("TEMA"), Toyota Motor Corporation ("TMC") and Toyota Motor Sales, U.S.A., Inc. ("TMS") (collectively, "Toyota"), each a party-in-interest herein, through counsel, and for its limited objection (the "Limited Objection") to Debtors' Notice of Assumption and Assignment with Respect to Certain Executory Contracts or

Unexpired Leases to be Assumed and Assigned to DIP Holdco 3, LLC Under Modified Plan of Reorganization [Docket No. No. 18660] (the “Debtors’ New Notice of Assumption”), respectfully states as follows:

Preliminary Statement¹

1. On July 15, 2009, TEMA, on behalf of itself and its affiliates, including, without limitation TMC and TMS, filed an Objection to (A) Confirmation of Debtors’ Modifications to the First Amended Plan of Reorganization and (B) Section 363 Implementation Agreement [Docket No. 18271], which asserted as a part of the objection, among other things, that any assignee of Toyota contracts must provide adequate assurance of future performance (the “Toyota Plan Objection”).

2. On July 20, 2009, TEMA, TMC and TMS each filed a limited objection to the Debtors’ Cure & Assignment Notices [Docket No. 18484, 18485, and 18486], by which TEMA, TMC and TMS, among other things, each reiterated those parts of the Toyota Plan Objection pertaining to assignment of Toyota contracts with the Debtors, including the requirement for an assignee to provide adequate assurance of future performance (the “Toyota Assignment Objections”; collectively with the Toyota Plan Objection, the “Toyota Objections”).

3. By agreement among Toyota and the Debtors, the Toyota Objections have been passed for hearing until August 17, 2009. Toyota and the Debtor have reached an agreement in principal regarding the Toyota Objections but this agreement is subject to mutual agreement and approval of the Buyer which has not yet been obtained. Thus, the Toyota Objections remain scheduled to be heard on August 17, 2009.

¹ Terms not otherwise defined in this Preliminary Statement shall have the meaning given them in the limited objections filed by TEMA, TMC and TMS. [Docket No. 18484, Docket No. 18485, and Docket No. 18486]

4. The Toyota contracts that were previously identified in the Debtors' Cure & Assignment Notices to be assumed by the Debtors and assigned to Parnassus Holdings II, LLC ("Parnassus") are now expected to be assumed by the Debtors and assigned to DIP Holdco 3, LLC (the "Buyer"). Pursuant to the Debtors' New Assignment Notice, a counterparty who wishes to object on the grounds of adequate assurance of future performance must now file a new objection to this effect.

Limited Objection

5. Thus, while Toyota remains hopeful that the Toyota Objections will be resolved by a global agreement involving the Buyer, as required by the Debtors' New Assignment Notice, Toyota reiterates that, among other things, it objects to assignment of Toyota contracts to Buyer or any other party for all of the reasons set forth in the Toyota Objections including that the Buyer has failed to demonstrate to Toyota adequate assurance of future performance.

Dated: August 5, 2009

Respectfully Submitted,

FROST BROWN TODD LLC

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